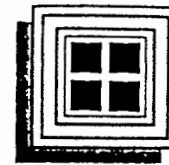


SEAN T STEWART AIA ■ architects



12 December 2001

Douglass Stiles
Douglass R. Stiles Co. LLC
66 Draper Road
Wayland, MA

Re: Architectural Services for Lot 1 at Glen Road & Ridgeway Road - Wellesley

Dear Doug,

On 10 December 2001 you requested that I provide professional architectural and production services related to the permitting of a new residence at the intersection of 2 Glen Road and Ridgeway Road in Wellesley Massachusetts.

You provided me with a set of drawings to be used as the basis for the new residence. The drawings you provided were purchased by you and you have authorized me to use them and modify them as needed. You acknowledge that I am not responsible for any copyright or similar violations / infringements.

Scope of Services

Pre-Design

During this phase of the project I will see that the paper drawings provided by you are converted to CADD drawings to ease the modification process. This process will be completed by an outside vendor and will be considered a reimbursable expense.

While waiting for the scanning process to be completed I will produce preliminary site plan options for your review and selection.

Permit Drawing Production

Once the CADD drawings have been received I will begin to modify them as required to incorporate the changes you have requested, achieve code compliance, provide *Mascheck* calculations, and produce a set of drawings appropriate for issuance of building permit.

Construction Administration

During the construction phase of the project I will visit the site as requested / authorized. We will provide clarifications and modifications to the drawings as required and generally provide the services as requested / authorized to assist in the construction of the design.

Schedule

I commenced services on 11 December 2001 and will continue them on an as needed basis until further notice.

I will provide drawings for review by the Wellesley Fire Department on or about 19 December 2001. That drawing set will include:

- Floor plans of all proposed floor levels (basement, Level 1, Level 2, and Level 3), including all proposed rooms and smoke detectors. That set will also include
- Building Elevations
- Window Schedule
- Mascheck calculations

Although that set will NOT be a completed set of drawings appropriate for issuance of a building permit you plan to use that set to apply for a building permit no later than 21 December 2001 (revised drawings appropriate for issuance of a building permit will follow as noted below).

I will provide the following drawings on 7 January 2002, for you to use to acquire a building permit:

- Architectural Site Plan - showing the building footprint on the site conforming to all current zoning regulations. The site plan will not include septic or other engineering information.
- Foundation Plan - based on the drawing provided.
- Level 1 Floor Plan - based on the drawing provided.
- Level 2 Floor Plan - based on the drawing provided.
- Level 3 Floor Plan - based on the drawing provided.
- Roof Plan - based on the drawing provided.
- Building Elevations - based on the drawings provided.
- Building sections as required - based on the drawings provided and including general framing information.
- Wall Sections (2 max.) as required - based on the drawings provided and including general framing information.
- Window Schedule
- Mascheck calculations

I will NOT provide enlarged construction details, schedules (other than the window schedule noted above), or other information related to / required for construction in this set of drawings. Framing plans should be provided by the framing supplier or other vendor / consultant. I will NOT provide framing plans for this project.

As you have clearly expressed your goal is to acquire a building permit before 10 January 2002 you understand that it will be necessary to provide the minimum amount of information necessary to acquire that permit. You also understand that, as a result of the abbreviated drawing preparation phase, significant coordination, revisions, and engineering should be expected prior to and during construction. The drawings produced for this building permit will NOT be considered a complete construction set.

Fee

I, or other representatives of my firm, will perform the services generally included in the *Scope of Services* above on an hourly basis at the rates listed on the attached *Terms and Conditions* document.

I estimate that it will take approximately 96 hours to complete the work related to producing the building permit set. All work after that date (9 January 2002) will be performed on an "as requested" basis.

Thank you for the deposit of \$500 provided on 10 December 2001 - it will be credited toward the final invoice for the project.

Summary

Thank you for your consideration. I look forward to the opportunity to work with you on this project and am confident that my design talents, construction skills, and professional approach will prove to be a great asset to you.

Simply,

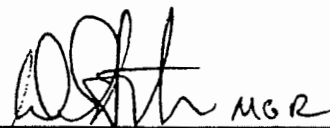


Sean T Stewart AIA
Principal Architect

If this proposal and the attached T
where indicated and return a copy
will then serve as our agreement.

Sign
here
←

factory please sign
acts. This document



For Douglass R. Stiles Co. LLC

12-17-01

Date

SEAN T STEWART AIA ■ a r c

For Douglass R. Stiles Co. LLC

Date

Sign
here**TERMS AND CONDITIONS OF AGREEMENT****Hourly Rates**

Billings are based on hours worked or devoted to the project unless otherwise agreed. Hourly Rates until 31 December 2002 are:

Sean T Stewart	\$95
Technical Staff, Assistant	\$45 - \$75

Validity and Effect

Our proposal is valid for thirty days. Should you ask us to begin work before executing an agreement you agree that the proposed terms are the contract in force between us subject to amendment when our agreement is executed.

Owner's Responsibilities

You agree to provide us with complete physical information / access about or to the building and or site as may be required. You agree to credit us in publicity involving the project. You agree that payment of the fee for this work is NOT contingent upon financing, construction, or other factors and that payment will be made promptly for all services rendered related to this agreement.

Invoices

You will receive an invoice on or about the first of each month for the services performed and expenses incurred in the past month. Payment is due upon receipt and interest will be charged at a rate of 1.5% per month 30 days after date of issuance. We reserve the right to suspend work if your account is passed due and to charge you for all fees incurred during collection. Some portions of the work, such as permit drawings, condominium documents, etc. will be performed on a C.O.D. basis unless otherwise agreed.

Reimbursable Expenses

Reimbursable expenses include, but are not limited to: film (\$6 per roll) and processing, reprographics, plotting, long distance communications, faxes, delivery, travel, mileage (\$.35 per mile), consultant services, property surveys, costs estimates, model building or other misc. materials, and project insurance. Reimbursable expenses will be billed to you at our cost plus 10%.

Additional Services

These are services beyond those agreed to, including but not limited to: changes in scope, items not included in original scope, revisions to our drawings due to your adjustments in project scope, quality, or budget; any revisions to drawings at your request after your approval of pre-revision content. Additional Services will be compensated for at our hourly rates unless otherwise agreed.

Design Build

You may solicit Design Build proposals based on our documents. However, you will be responsible for code compliance, coordination, and professional certification of all such work; and you will release us from all liability from the work.

Change Orders

Change Orders should be anticipated in all projects and are not evidence of negligence, or due to a breach of our agreed obligations. You should anticipate that some changes / adjustments in the project will be required to correct unforeseen/unanticipated conditions, or errors and omissions in our documents that are discovered during or after construction. You agree to establish a contingency fund to cover the cost of such changes and adjustments, and agree not to withhold the costs of such changes from our fees.

Limitation of Liability

Our liability to you for all damages arising out of our services due to any cause, including our negligence or breach, shall not exceed 20% of the amount of compensation (excluding reimbursable) paid to us.

Use of Architect's Drawings

Our drawings, designs, and specifications relate solely to this project. As author, we retain copyright, and ownership of them. You may not use these on other projects or to complete this project without us or our explicit written permission. If you are providing us with drawings produced by another architect or designer for use/reference on this project you are responsible for securing permission from that architect for their use and hold us harmless of any responsibility regarding copyrights, ownership, authorship, or use of those drawings.

Termination and Suspension

Our agreement may be terminated by either of us upon 7 days written notice. In the event of termination or project suspension, you agree to pay us for all services and reimbursables then due and incurred to that date. Should our services be terminated by either of us you agree to release us from all liability from the work we have performed.

Existing Services Coordination /Improvement

If this project involves substantial renovation and or increase of an existing structure you agree to hire appropriately licensed professionals to verify acceptability or required increases to existing services such as electric, gas, water, sewage, communications, structure, etc. and hold the architect harmless if future conditions of those items are not adequate.